FROM CHASE-MANHATTAN-FUNDING-201-307-0486

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MAIL TO: Chase Manhattan Mortgage Corporation B\C Final Docs. OMC-3 4915 Independence Parkway Tampa, FL 33634

Loan # 1094267738

Prepared by: Claudia Navarrete



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 14, 1/199 Mae Pearl Henderson

. The mortgagor is

49.50

("Borrower"). This Security Instrument is given to

Chase Manhattan Mortgage Corporation which is organized and existing under the laws of New Jersey address is 343 Thornall Street, Edison, NJ

, and whose

"Lander"). Borrower owes Lender the principal sum of Seventy-nine thousand nine hundred fifty-one and 00/2.00

79,951.00 Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2029

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with incress, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's constants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

See attached Schedule A

L10373-95

Parcel ID #: 16-02-327-027

which has the address of 826 N Avers, Chicago

Illinois 60651

[Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLING UNIFORM -GR(IL) (2608).01

INSTRUMENT Form 3014 9/90 Amended 8/96

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VMP MORTGAGE FORMS - (800)521-7291





[Sureax, City],

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FEE SIMPLE

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

4. Title to the fee simple estate or interest in said land at the effective dated hereof is vested in

MAE PEARL HENDERSON AND KATHY HENDERSON, AND CHANEL HENDERSON, In joint tenancy

The land referred to in this Commitment is described as follows:

The South 18 3/4 feet of Lot 13 and the North half of Lot 14 in Block 3 in Garfield Park Addition, a subdivision of part of the East half of the Southwest Quarter of the Southwest Quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

For information only: 826 N. Avers, Chicago, IL 60651

Selth Or County Clarks Authorized Agent for: Fidelity National Title Ins. Co. SSUED BY: Law Title Insurance Company, Inc. AW TITLE INSURANCE COMPANY, INC. Refer Inquiries to Authorized Agent; 300 Iroquois Drive, Suite 210 Naperville, IL 60563 (630) 717-7500

Valid only if Schedules BI, Bil and cover are attached Authorized Signatory

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencombered, except for encombrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by Jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender govenant and agree at follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rears on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mongare insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragram S, in lieu of the payment of mortgage insurance premiums. These items are called 'Escrow Items." Leader may, at any time, Can't and hold Funds in an amount not to exceed the maximum amount a lender for a federally related morpage foan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as attended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender way, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borto ver interest on the Fur ds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Botrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest incl be baid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Born wer shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Larder under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Nete; second, to amounts payabu, to der paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions antibutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in thet manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Bortower shall promptly discharge any lien which has priority over this Security Instrument unless Bortower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) comess in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Bostower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance that I be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance pro seeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lander's security is not lessened. If the restoration or regair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not any war within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the has a receproceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instruction, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrow's cherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition, shall pass to Lender to the execut of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrow a's control, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lader's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security I as rument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes forfeiture of the 25 rower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Bogrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residual. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. I Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right; it the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to en orce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lerder's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable automous' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the morrgage insurance previously in effect, from an alternate morrgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrewer shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrovier when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upor and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

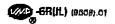
10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then one with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Scentify Instrument immediately before the taking, unless Borrower and Let der otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, utiless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security I as whether or not the sums are then duc.

. If the Property is abandoned by Bottowel, or if, after notice by Lende to Bottower that the condemnor offers to make an award or settle a claim for damages, Borrower fills to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds wis option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in par graphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearence By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sams secured by this Security Instrument grame, or I ender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's st exessors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend once for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remady shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Separity Instrument shall bind and benefit the successors and assigns of Lender and Borroler, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrow, who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security I istrument only to mute on, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally cultigated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to exact, modify, forbear or make any accommodations with regard to the terms of this Security Institution or the Note without that Bur wer's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges. and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted littrits, then; (a) any such loan charge shall be rectuced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Bostower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender, Any notice to Lender shall be given by first class mail to



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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph,

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. I all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of a celeration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. It corrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Berrower.

18. Borrower's Riget to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security vacuument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remeatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Leader all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument. including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective with no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow any one else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardons Substances that an generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, law of or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardons Substance affecting the Froperty is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, off er flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that telate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

Initials: M, H

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Berrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in joursuing the remedies provided in this paragraph

21, including, but not limited to, reasonable attorneys' fees	and costs of title evidence.
22. Release. Upon payment of all sums secured by this	Security Instrument, Lender shall release this Security Instrument
without charge to bottower. Bottower shall pay any recordan	on costs
23. Walver of Homestead, Borrower waives all right of	homestead exemption in the Property.
	,
24. Riders to the Security Instrument. If one or more	riders are executed by Borrower and recorded together with this
become instrument, the toversite and agreements of each suc	It fider shall be incorporated force and shall amond and mentaneous
the covernment and agreen chies of this section. Instrument as if	the rider(s) were a part of this Security Instrument
[Check applicable box(es)]	F
Adjustable Rate Rider Condominit	non Pider VI 1 4 Paratus Pider
- Al Older(s) [sp	ecify] Escrcw/Impound Pay Rider
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BY SIGNING RELOW BOTTOWET SCHEDUL and across to	the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.	the terms and coverishes contained in this Security Instrument and
Witnesses:	\cap . \mid .
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	Mae Pearl Henderson -Bornwer
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STATE OF ILLINOIS.	County ss:
Thumbson,	Notary Public in and for said corory and state do hereby certify
that'	
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mas Rearl	Manchelle
<u> </u>	personally known to me to be the same pen m(s) whose name(s)
subscribed to the folegoing instrument, appeared before me this	day in person, and acknowledged that
agner and delivered the said instrument as	rce and volum ary act, for the uses and purposes therein set forth.
Given under my hand and official scal, this	darof Wan 1900
My Commission Expires:	
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OFFICIAL SEAL	
CLIFFORD R. COOK	, [
Notary Public State of Itil	
My Commission Expires Jan. 1	

FROM CHASE-MANHATTAN-FUNDING-201-307-0486

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<u>ÜNÖFFICIÄL CÖPY</u>

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Chase Manhettan Mortgage Corporation 300 Tice Blvd, 3 Floor North Woodcliff Lake, NJ, 07675 (800)-435-9922

99502915

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 MAVILY RIDER is made this 14th day of May, 1999 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Chase Manhattan Mortgage Corporation

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

826 N Ayers

Chicago, IL 60651

1-4 FAMILY COVENANTS. In addition to init covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SICURITY INSTRUMENT. In addition to the property described in the Security Instrument, the cliowing items are added to the property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extension, shing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors,

MULTISTATE 1-4 FAMILY RIDER C-6015LT (2/98) Fage 1 of 4 (Rephases 5/96) m. H

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all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUZORDINATE LIENS. Except as permitted by federal law, borrower shall not allow any lien infririor to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS MOURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
- E, "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. With regard to non-owner occupied investment properties, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. For all properties, all remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this Paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender and transfers to Lender and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant

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MULTISTATE 1-4 FAMILY RIDER C-6015LT (2/98) Page 2 of 4 (Replaces 5/96)

G-201-307-0486 (FRI) 05. 14' 99 10:59/ST. 10:51/NO. 3561629158 P 17

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to Paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lander's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on acceiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument: (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for unity those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

. If the Rents of the Property are not sufficient to cover the cost of taking control of and menaging the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtodress of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenage 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a indicially appointed receiver, may do so at any time when a default occurs. Any application of Fents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

MULTISTATE 1-4 FAMILY RIDER C-6015LT (2/98) Page 3 of 4 (Replaces 5/96)

FROM CHASE-MANHATTAN-FUNDING-201-307-0486 (FRI) 05. 14' 99 11:00/ST. 10:51/NO. 3561629158 P 18

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

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MULTISTATE 1-4 FAMILY RIDER C-5015LT (2/98) Page 4 of 4 (Replaces 5/96)

FROM CHASE-MANHATTAN-FUNDING-201-307-0486 (FRI) 05. 14' 99 11:00/ST. 10:51/NO. 3561629158 P 19 UNOFFICIAL COPY

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ESCROW/IMPOUND PAYMENT RIDER

THIS ESCROW/IMPOUND PAYMENT RIDER is made this 14th day of May, 1999 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Chase Manhattan Mortgage Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument.

ESCROW/IMPUTIND PAYMENTS (A) Subject to the requirements stated in paragraph (B) below, Borrower will not be required to make monthly escrow/impound payments to I ender for taxes and insurance.

(B) Borrower must pay an nediately when due all real estate taxes, as assements, water frontage charges and other similar charges, sewer ren's, and hazard or property insurance and flood insurance (if any) covering the Property. Within 30 days after Botrowa's renews any insurance coverage, Botrower shall send a copy of the insurance declaration page(s) and a copy of the paid receipt(s) to Lender's Ir surance Department. Within five days of receipt of a written request from Levics, Borrower shall furnish Len fer with original receipts or other evidence satisfactory to Chase showing payment of insurance premiums, taxer, assessments, water frontage charges and other charges. If Borrower does not pay the insurance premium, taxus, assessments, water fromage charges and other similar charges immediately when due Londer may, but is not obligated to, obtain insurance coverage for Borrower or pay the taxes (and any penaltics) and any other charges and Borrower must reimburse Lender immediately. Lender may then require Borrower to make excrow/imp aund payments in accordance with the terms of the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agree, to the 12 mms and provisions contained in this Rider.

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B/C ESCROW/IMPOUND PAYMENT RIDER BC-6735.LT (4/97)

FROM CHASE-MANHATTAN-FUNDING-201-307-0486 (FRI) 05. 14' 99 11:00/ST. 10:51/NO. 3561629158 P 20

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ADJUSTABLE RATE RIDER

(UBOR Index - Rate Caps)

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THIS ADJUSTABLE HATE RIDER is made this 14th day of May, 1999 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Dred of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Chase Manhattan Mortgage Corporation

(the "Lender")

a corporation organized and existing under the laws of New Jersey of the same date and covering the property described in the Security Instrument and located at: 826 N Avers, Chicago, IL 60651

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHARGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenint and agree as follows A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note provides for an initial interest rate of 9,400

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%.

MULTISTATE LIBOR ARM RIDER BC-6733.LT (2/98) Page 1 of 3 (replaces 5/97)

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The Note provides for changes in the interest rate and the monthly payments, as follows: 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2002 and on that day every 6th month thereafter. Each date on which my interest rate could change is called "Change Date."

: (B) The index

Baginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the Landon market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no langer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Four & 75/100

percentage points (4.750 %) the Current Ind ex. The Note Holder will then round the result of this addition to the nearest occeighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D, below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substant sily equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Dro will not be greater than 12,400

or less than 9.400

Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and a half percentage points (1.5%) from the rate of interest have been paying for the preceding six months. My interest rate vill never be greater than 16.400

and will never be lower than 9,400

%.

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(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount cony monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who vill answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable River.

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MULTISTATE LIBOR ARM RIDER BC-6733.LT (2/98) Page 3 of 3 (replaces 5/97)